



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 25, 2004
Subject: Hampden, Newburgh and
Dixmont
Project No. STP-1139(900)X
STP-A140(000)X, NH-1140(700)E
PIN 11399.00, 11400.00, & 11407.00
Bid Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to your bid package:

Delete the first page of the "Contract Agreement, Offer & Award" with a completion date of September 18, 2004 (both copies) two pages total, and replace with the attached "Contract Agreement, Offer & Award" with a completion date of October 30, 2004 (both copies) two pages total.

Delete "Special Provision Section 107 Time (Contract Time)" with a completion date of September 18, 2004, one page, and replace with the attached one page "Special Provision Section 107 Time (Contract Time)" with a completion date of October 30, 2004.

Consider these changes prior to submitting your bid on March 31, 2004.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **STP-1139(900)X, PIN 011399.00; STP-A140(000)X, PIN 01140.00; NH-1140(700)E, PIN 011407.00, for the Hot Mix Asphalt Overlay, Cold in-Place Recycling Asphalt Pavement, Drainage and Safety Improvements in the towns of Hampden, Newburgh and Dixmont, County of Penobscot, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 30, 2004.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **STP-1139(900)X, PIN 011399.00; STP-A140(000)X, PIN 01140.00; NH-1140(700)E, PIN 011407.00, for the Hot Mix Asphalt Overlay, Cold in-Place Recycling Asphalt Pavement, Drainage and Safety Improvements in the towns of Hampden, Newburgh and Dixmont, County of Penobscot, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 30, 2004.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

STP-1139(900)X
STP-A140(000)X
NH-1140(700)E
HAMPDEN, DIXMONT-NEWBURG

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

1. The contractor will be allowed to commence work on **June 1, 2004** as long as the Soil Erosion and Water Pollution Plan, Traffic Control Plan and all other applicable plans have been submitted and approved. The Office trailer must be in-place and approved.
2. Completion date is **October 30, 2004**.
3. All surface pavement must be placed by September 22, 2004. For every calendar day that surface pavement is not complete beyond the requirement of September 22, 2004, the contractor will be charged supplemental liquidated damages per calendar day at the rate stated in 107.7.2
4. For every weekday not worked after operations begin, the contractor will be charged liquidated damages per calendar day (excluding inclement weather days) at the rate stated in 107.7.2